

**DECLARATION OF COVENANTS, CONDITIONS
EASEMENT AND RESTRICTIONS
FOR**

THE COUNTY LINE ON THE NUECES

WHEREAS, Mayjack Holdings, LLC, a Texas Limited Liability Company ("Declarant") desires to hereby impose certain covenants, conditions and restrictions upon and against the Property described on Exhibit "A" (hereafter referred to as the "Property") attached hereto; and

WHEREAS, Declarant is the owner the entirety of the Property;

NOW, THEREFORE, as the owner of the Property, Declarant hereby executes and records in the Official Public Records of Uvalde County, Texas and Real County, Texas, this Declaration of Covenants, Conditions and Restrictions and thereby imposes the following covenants, conditions and restrictions upon and against the Property.

**I.
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

- 1.01 "**Articles**" means the Certificate of Formation of The County Line on the Nueces Property Owners Association, Inc.
- 1.02 "**Assessment**" means any assessment levied by the Association under the terms and provisions of this Declaration.
- 1.03 "**Association**" means The County Line on the Nueces Property Owners Association, Inc., a Texas nonprofit corporation.
- 1.04 "**Bylaws**" means the Bylaws of the Association, as adopted by the Board and as from time to time amended.
- 1.05 "**Declarant**" refers to Mayjack Holdings LLC, a Texas Limited Liability Company, its assignees and other lawful successors in interest.
- 1.06 "**Declaration**" refers to this Declaration of Covenants, Conditions, and Restrictions as it may be amended from time to time.

- 1.07 **"Dispute."** A claim or grievance arising out of or related to this Declaration that involves an Owner or Owners and/or the Association. The following however, shall not be considered "Disputes": (i) any suit by the Association to collect assessments; (ii) any suit by the Association to enforce the requirements as defined herein; (iii) any suit between Owners that does not include Declarant, or the Association, if such suit asserts a dispute that would constitute a cause of action independent of this Declaration (iv) any disagreement that primarily involves title to any Lot.
- 1.08 **"Improvement"** means every structure and all appurtenances thereto of every type and kind.
- 1.09 **"Lot"** means any of the "lots" designated as such on the plat for the Property.
- 1.10 **"Owner"** means any person holding a fee simple interest in any portion of the Property. A mortgagee is not an Owner.

II. GENERAL RESTRICTIONS

- 2.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discharged onto or into any part of the Property. No portion of the Property shall be used in a manner that creates a nuisance to other Owners. Nuisance shall include but not be limited to barking dogs, loud music, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles.
- 2.02 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons, minerals of any kind, or for removing or mining rocks, or stones, sand, gravel, aggregate or earth, other than in the ordinary course of constructing improvements thereon.
- 2.03 Temporary Structures. No temporary structure/building shall be placed upon the Property except temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction of residences, may be maintained for a period of up to twelve months. No tents, campers, trailers or other vehicles, shall be used on any of the Property except for recreational activities temporary in nature.
- 2.04 Subdivision. No Lot may be subdivided.
- 2.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. No cesspools will be permitted on the Property. All dwellings constructed in the Property must have a septic or sewage disposal system installed by the Owner which complies with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy. The foregoing restriction

shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a residence on such Lot. Book 1801 Page 3296

III. USE AND CONSTRUCTION RESTRICTIONS

- 3.01 Residential Only. Except for Lots that abut Texas State Hwy 55, each Lot will be used exclusively for residential or personal recreational purposes, the "residence only Lots". No more than one main residence and one guest house may be built per on any residence only Lot.
- 3.02 All residential buildings upon the Lots shall be of traditional design/appearance and quality construction. Each main residential structure shall contain not less than 750 square feet of finished heated and air-conditioned living space, exclusive of porches, decks, garages and carports. Guest houses shall contain not less than 450 square feet of finished heated and air-conditioned living space, exclusive of porches, decks, garages and carports. All residential roofs must be of tile, metal or 50 year 3-tab asphalt dimensional-only shingle. No residence shall have more than two (2) stories or be higher than thirty five (35) feet, measured according to the following definition: the vertical distance between the top of the foundation at its highest point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys, cupolas, or other design features.
- 3.03 Business Activities. In-house business activity on residence only Lots is permissible, provided that such activity is not evident from the exterior. Without limitation, there will be no business usage on residence only Lots which involves customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.
- 3.04 Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers.
- 3.05 Mobile Homes, Etc. No pre manufactured, modular, trailer, mobile home or manufactured housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, unless rocked underneath. No motor homes, travel trailers or recreational vehicles shall be parked on any Lot for more than three days during any 30-day period.
- 3.06 Noise. No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property.
- 3.07 Commercial Trucks. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on the residential only Lots or adjacent thereto on access streets and roads, at any time except temporarily while such vehicles are being used in the construction of improvements on/or within the subdivision.
- 3.08 Junked Motor Vehicles, Junk. No Lot shall be used as a depository for abandoned or junked

motor vehicles. An abandoned or junked motor vehicle is one without a current valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

3.09 Water Supply, Septic System. No outside toilets will be permitted, except temporarily during the construction of improvements. All septic tanks must conform to regulations applicable to the Lot. Each Owner shall be responsible for the water and septic/wastewater system installed on such Owners Lot. All water and septic/wastewater systems shall conform to regulations applicable to the Lot and certification by each regulatory authority having jurisdiction over septic/wastewater and water systems shall be conducted in compliance with applicable regulations.

3.10 Maintenance and Assessment of Common Recreation Areas. The Association shall own and shall have the obligation to maintain, and levy and collect assessments for the maintenance and landscaping of, and liability insurance for, any common recreation facilities on said property, including such property as deeded to and accepted by the Association that will serve the recreational pleasures of the Owners of Lots.

3.11 Mortgagee Protection. Notwithstanding any other provision of the Declaration, no lien created under this Declaration or any lien arising by reason of any breach of this Declaration, nor the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the beneficiary under a recorded Mortgage or Deed of Trust used for the purchase of a Lot or refinance thereof. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to this Declaration and shall thereafter be liable for all assessments levied after such completion of foreclosure or conveyance in lieu of foreclosure.

3.12 Subordination. The Lien for assessments provided for herein shall be subordinated to the lien of any first Mortgage if the Mortgage was recorded before the delinquent assessment became due. The sale or transfer of any portion of the Property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any portion of the Property subject to assessment pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.

3.13 Review by Developer. No improvement of any kind, including but not limited to, residences, guest houses, accessory buildings, shall be constructed, placed or maintained upon any Lot unless and until the Developer has approved the building areas which approval shall not be unreasonably withheld.

IV. THE ASSOCIATION

4.01 Organization. The Association shall be a Texas non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its articles and bylaws and/or in this Declaration. Neither the articles nor bylaws shall for any reason be

amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Book 0106 Page 3298

4.02 Membership. Upon becoming an Owner of a Lot, a person shall automatically become a member of the Association. Membership in the Association is mandatory, appurtenant to, and shall run with the ownership of the Lot which entitles the Owner thereof for membership. Membership in the Association may not be severed from the ownership of a Lot or in any way transferred, pledged, mortgaged, or alienated except together with the fee simple title to said Lot.

4.03 Voting Rights. The Association will have two (2) classes of voting membership:

a) Class A. The Class A members will be all Owners other than Declarant. Each Class A member will be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot, such voting will be exercised as they among themselves determine, but in no event will more than one vote be cast with respect to any Lot.

b) Class B. The Class B member will be Declarant and its successors and assigns. The Class B member will be entitled to ten (10) votes for each Lot owned by Declarant. The Class B membership will be terminated automatically at the first time when Declarant no longer owns any Lots, or the expiration of ten (10) years after the date of the sale of the first Lot to a party other than Declarant.

4.04 Powers and Duties of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. The Association shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the powers expressly granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the three preceding sentences, the Association shall have the following powers and responsibilities:

a) Assessments and Collections. The Association shall levy and collect Assessments. In furtherance of its duty and authority to collect Assessments and other sums due the Association, the Board may establish payment policies, set due dates, impose and enforce penalties, and take all other lawful action necessary or appropriate for collection of Assessments and other sums owed to the Association. In addition, the Association may charge and collect late fees, transfer fees upon the sale of a Lot.

b) Rules and Bylaws. The Association shall promulgate, amend, repeal and/or reenact the Bylaws and such Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use, occupancy, and preservation of Association Property. The Association may adopt Rules for the purpose of administering the Association and obtaining compliance by Owners and their family, guests, and tenants with the Declaration, the Bylaws, and the provisions of any other law or applicable rule.

c) Records. The Association shall keep books and records of the Association's affairs and make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, upon reasonable request during normal business hours.

Book 0100 Page 3299
d) Professional Services. The Association may retain and pay for legal, accounting, management, engineering, and other professional services necessary or proper in the operation of the Association.

e) Contracts; Property Ownership. The Association may enter into contracts and may acquire, own, lease, and dispose of all manner of real and personal property on such terms as in the exercise of good business judgment, it deems advisable for the health, welfare and enjoyment of the Owners.

f) Enforcement. The Association shall have the power and authority, in its own name and on behalf of itself and the Owners, or in the name of and on behalf of any Owner who consents thereto, to commence, maintain, or defend legal actions to enforce or construe the Declaration or Bylaws or to restrain and enjoin any breach or threatened breach of the Declaration or Bylaws. The Association shall have the right to file and defend a suit for injunctive relief, damages, and/or other relief on behalf of the Association and/or the Owners. Relief recoverable includes, without limitation, removal or modification of any Improvement constructed or modified in violation of the Declaration. The Association shall have the right and power to grant variances, as reasonable, from the Covenants, Conditions, and Restrictions as set forth herein, to and for the benefit of a Lot Owner as to Sections II and III herein. The Association is also authorized to settle claims, enforce liens, and take all other action that it deems necessary or reasonable and expedient to enforce the Declaration or Bylaws and/or to carry out the duties of the Association set forth in the Declaration, Articles, or Bylaws.

g) Discretionary Enforcement. If an Owner or other person with standing complains of a violation of the Declaration or Bylaws and the Association determines that the alleged violation is of such doubtful character and/or of such limited scope or impact as not to warrant the expenditure of Association resources, the Association may decline to undertake action to enforce such violation and leave enforcement to the complaining party.

4.05 Rights and Remedies. The Association may enforce all duties and obligations now and/or hereafter imposed by the Declaration or the Bylaws by all lawful means, including without limitation the following:

a) Collection Charges. The Association may (1) impose late charges for late payment by an Owner of monies owed to the Association, and (2) assess a returned check charge against an Owner for each returned check until acceptable payment is received. These charges may be set by the Association from time to time but shall not exceed any maximum charge permitted under applicable law.

b) Suspension of Voting Rights. The voting rights of any Owner who is more than 45 days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension of voting rights shall extend to general or special membership meetings, mail ballots, committee meetings, and all other meetings.

c) Notices to Multiple Owners, Tenants, Mortgagees. Subject to the provisions above, notice to or from one of multiple Owners or tenants of a Lot shall be deemed as notice to or from all Owners or tenants of that Lot.

d) The Association shall have a lien on each Lot for any delinquent assessments attributable

to that Lot. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code. The Owners expressly grant to the Association, a power of sale, through a trustee designated in writing by the Association, in connection with any such liens. Page 3300

e) Attorney's Fees. If a delinquent account or other violation is turned over to the Association's attorney, the delinquent Owner shall be liable for all attorney's fees incurred by the Association in collecting the account, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration and Bylaws. Subject to the provisions hereof, all such sums shall be a continuing lien and charge upon the delinquent Owner's Lot(s), as well as the personal obligation of said Owner; and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.

4.06 Board of Directors and Officers. The affairs of the Association shall be conducted by such officers as the Association may elect or appoint, in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time.

V. ASSESSMENTS

5.01 Covenant to Pay Assessments. Each Owner of a Lot, excluding Declarant, hereby covenants to pay to the Association (a) Regular Assessments (as defined herein) (b) Special Assessments (as defined herein); and (c) late charges (as defined herein) for each Lot that he/she/it owns. All such Assessments and charges shall be established and collected from time to time as herein provided. Each Owner further covenants to pay to the Association reasonable attorney's fees, costs, and expenses incurred in connection with collection of Assessments. Declarant shall pay the amount by which the Common Expenses of the Association (excluding the portion thereof allocable to reserves) exceed Assessments required to be paid by Owners other than Declarant.

5.02 Purpose of Assessments. The Association shall set and levy Assessments, as needed, for the purposes of (a) promoting the comfort, health, safety, enjoyment, and welfare of the Owners, (b) enforcing and defending the Declaration and Bylaws, (c) maintaining the Association Property, and (d) promoting the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws. Prior to the beginning of each fiscal year, the Association shall adopt an annual budget to cover the proposed operating expenses of the Association necessary to accomplish the purposes set forth in this Section. In no event shall Declarant be required to pay a Special Assessment.

5.03 Regular Assessments. Regular Assessments ("Regular Assessments") shall be assessed on an annual basis with the initial assessment being set hereby at \$400.00 per Lot per year. Unless otherwise provided by the Association, Regular Assessments shall be due and payable to the Association in advance on or before the first day of January of each calendar year. For purposes of the assessment of late charges, a Regular Assessment will be considered delinquent if not paid within thirty days from its due date. The Owner of a Lot is obligated to pay Regular Assessments regardless of whether the Owner actually receives a bill, or other notice of any such Regular Assessment.

5.04 Special Assessments. In addition to the Regular Assessments authorized herein, the

Association may levy Special Assessments ("Special Assessments") in order to carry out any of the purposes of the Association or otherwise to benefit the Association. The due date(s) and delinquent date(s) of any Special Assessment under this section shall be fixed by the resolution authorizing such Special Assessment. 3301

5.05 Vote Required for Special Assessment. The Special Assessments must be approved by two-thirds of the votes of the Members per Section 4.03 hereinabove.

6.06 Lien. The Association shall have a lien on each Lot for any delinquent assessments attributable to that Lot. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code. The Owners expressly grant to the Association, a power of sale, through a trustee designated in writing by the Association in connection with any such liens.

6.07 Late Charges and Collection Costs. If any Assessment, whether Regular or Special, is not paid before becoming delinquent, the Owner responsible therefor may be required to pay a late charge at such rate as the Board may designate from time to time. Each Owner shall also be liable for payment of all costs and expenses, including returned check charges, reasonable attorney's fees, and recording fees incurred in collection of Assessments and/or other sums owed by the Owner to the Association. Said charges and fees shall be the personal obligation of the Lot Owner. An Owner's non-receipt of a statement or other notice that Assessments are due shall not be a defense to the imposition of late charges and other costs of collection.

VI. LIABILITY AND INDEMNITY

6.01 Liability of Association Representatives. Association officers, employees, and committee members (collectively the "Association Representatives") shall not be liable to any Owner or other person claiming by or through any Owner for any act or omission of such Association Representative in the performance of his/her Association duties unless such act or omission (a) is an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law.

6.02 Indemnification. The Association shall indemnify every past and present Association Representative from all claims, demands, actions and proceedings and all expenses associated therewith made against them arising out of their good faith performance of the duties and responsibilities entrusted to them by the Association in accordance herewith. Such indemnification payments shall be a common expense. This indemnity shall extend to all expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such proceeding if it is found and determined by the Board or a court that such person: (a) acted in good faith and in a manner which such person reasonably believed to be consistent with the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable basis to believe such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person breached the immediately preceding requirements. The Board may purchase and maintain insurance on behalf of any person who is or was an Association Representative against any claim asserted against or incurred by such person in any such capacity or status, whether or not the Association would have the power to indemnify such person against such

liability. The premium for such insurance shall be treated as a common expense.

Book 0106 Page 3302

VII. MISCELLANEOUS

7.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

7.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.

7.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

7.04 Enforcement and Nonwaiver. Except as otherwise provided herein, the Association, any Owner (at his/her own expense), and/or Declarant shall have the right to enforce any or all of the provisions of this Declaration. In order to enforce the Declaration, the Association, Owner, and/or Declarant, shall deliver written notice to the alleged violator who shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce the provisions of this Declaration. The failure of any party to enforce the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce this Declaration or to recover his/her attorney's fees and costs of suit from the other party.

7.05 Amendment. This Declaration may be amended by the written agreement of the Owners holding at least two-thirds (2/3) of the votes entitled to vote at a meeting of the Association. No amendment shall be effective until it has been recorded in the Official Public Records of Uvalde County and Real County, Texas.

VIII. SPECIAL PROVISIONS

8.01 Arbitration. Any Dispute or controversy arising out of the terms, conditions, covenants, reservations, restrictions or rights granted or stated herein, and whether or not said dispute arises between Owners or between Owners and the Declarant, shall on written request of one (1) party

served on the other, be submitted to binding arbitration. Such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act of the Revised Civil Statutes of Texas. The expenses of arbitration, including attorney fees, conducted pursuant to this paragraph shall be borne by the parties in such proportions as the Arbitrator(s) shall decide. The venue of said arbitration shall lie exclusively in Uvalde County, Texas. It being agreed that by acquiring title to any Lot, said Owner waives the right to trial by a Court of Jurisdiction or by jury as to such matters even if joined with matters not related to the Declaration, or the Property.

IX EASEMENTS

8.01 Easements. Each Owner accepts a deed conveying title to a Lot subject to the Easements granted and reserved, as set forth on the Plat of the Property, and hereinbelow in this Section, which Easements (and all related rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the ownership of the Lots.

a) Access Easements. Declarant hereby reserves and grants to the Public, an Easement on, over, and across those streets and roadways depicted on the Plat (the "Public Roadways").

b) Emergency Easement. Declarant hereby reserves and grants to the Association, a perpetual, assignable and non-exclusive Easement over, on and across each Lot as may reasonably be necessary for its own benefit and for the benefit of each Owner and the Association, and its agents, employees and representatives as applicable, as may be reasonably necessary for: (i) the making of emergency repairs therein necessary to prevent damage to any Lot; (ii) the evacuation of all or any part of the Property in the event of an emergency; and (iii) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws. The Association, its agents, employees and representatives, may enter a Lot to the extent reasonably necessary in case of an emergency originating in or threatening the Lot or any other Lot whether or not the Owner or tenant of such Lot is present at the time. The Person making such entry shall take reasonable precautions to protect such premises and any property contained therein from damage and theft. This right of entry may be exercised by all police officers, firefighters and other emergency personnel in the performance of their respective duties. Also, the Association, its agents, employees and representatives may enter a Lot to perform installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Lots; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner and further subject to the foregoing limitations. In case of an emergency, the right of entry is immediate and if an Owner refuses to provide entry, such Owner is liable for the cost of repairs caused by the chosen method of access under such circumstances.

c) Utility Easement. Declarant hereby reserves and grants to the Association a ten foot (10') drainage and utility easement along the side and rear perimeter of each Lot and a thirty foot (30') drainage and utility easement along the front perimeter of each Lot for the purpose of drainage, constructing and installing conduits, telephones, and electric light poles, water lines and other equipment necessary to supply any public or private utility service

Mayjack Holdings LLC, a Texas limited liability company

Book 0106 Page 3304

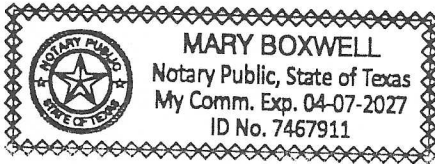
By: [Signature]
Travis Mayo, Manager

By: [Signature]
Karen Jackowski, Manager

STATE OF TEXAS)

COUNTY OF UVALDE)

This instrument was acknowledged before me on 5-1, 2023, by Travis Mayo, Manager, on behalf of MayJack Holdings, LLC, a Texas limited liability company.

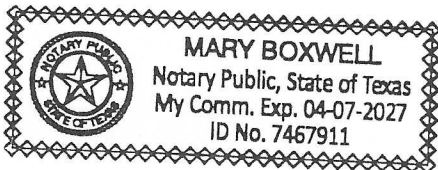


[Signature]
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF UVALDE)

This instrument was acknowledged before me on April 28, 2023, by Karen Jackowski, Manager, on behalf of MayJack Holdings, LLC, a Texas limited liability company.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Travis Mayo
32378 Hwy 55
Uvalde, TX 78801

EXHIBIT A

BEING 44.471 acres of land, more or less, and being more particularly described in that one certain Warranty Deed which conveyed the property from J.W. COOKSEY and wife, HATTIE COOKSEY to NUECES LEISURE ESTATES, INC., dated September 7, 1973, and recorded in Vol 191 at Page 244 of the Deed Records of Uvalde County, Texas, which description of said property is incorporated fully herein by reference for all purposes;

INCLUDING 31.54 acres of land, more or less, which is described as Nueces Leisure Estates North-Phase 2, a subdivision in Real County, Texas, and Uvalde County, Texas, as recorded in Vol 1, Page 152 of the Plat Records of Real County, Texas;

But SAVING and EXCEPTING therefrom 12.93 acres of land, more or less, heretofore sold by the corporate Seller by unplatted metes and bounds legal descriptions in various tracts or lots by deeds as recorded in the deed records of Uvalde County, Texas, and/or Real County, Texas.

I, Donna M. Williams, County Clerk, do hereby certify
that the foregoing instrument was FILED FOR RECORD
on the date and time stamped hereon and was duly recorded
in the Official Public Records of Uvalde County, Texas.



DONNA M. WILLIAMS, County Clerk
Uvalde County, Texas
By [Signature] Deputy